

Soo Line Railroad Company



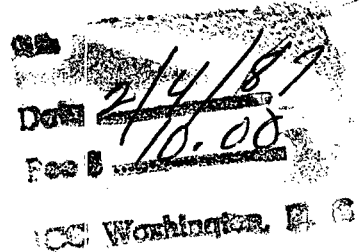
Soo Line Building
Box 530
Minneapolis, Minnesota 55440
(612) 347-8000

RECORDATION NO. 6826-18 Filed & Recorded

FEB 4 1987 10: 8 5 AM January 30, 1987

INTERSTATE COMMERCE COMMISSION

Ms. Kathleen M. King
Secretary
Interstate Commerce Commission
12th and Constitution Avenue N.W.
Washington, D.C. 20423



Re: Soo Line Railroad Equipment Trust of 1973
Primary Document Recordation No. 6826

Dear Ms. King:

I have enclosed duly acknowledged duplicate originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Agreement substituting First National Bank of Minneapolis as Vendor in lieu of the original Vendors, a secondary document, dated as of June 16, 1986.

The primary document to which this is connected is recorded under Recordation No. 6826.

The names and addresses of the parties to the document are as follows:

Original
Vendors:

D.H. Bluhm and J.W. Scanlan
c/o First National Bank of Minneapolis
120 South 6th Street
Minneapolis, MN 55402

Trustee,
Lessor, and
Substitute
Vendor:

First National Bank of Minneapolis
120 South 6th Street
Minneapolis, MN 55402

Ms. Kathleen King
January 30, 1987
Page Two

Lessee: Soo Line Railroad Company
 Soo Line Building
 P.O. Box 530
 Minneapolis, MN 55440

A description of the equipment covered by the document follows: all equipment covered by the Soo Line Railroad Equipment Trust of 1973, as amended.

A fee of \$10 is enclosed, in the form of a check payable to the Interstate Commerce Commission. Please return one original, bearing appropriate recordation data, to Glenn Olander-Quamme, Corporate Attorney, Soo Line Railroad Company, Soo Line Building, P.O. Box 530, Minneapolis, MN 55440.

A short summary of the document to appear in the index follows:

Agreement dated as of June 16, 1986, substituting First National Bank of Minneapolis as Vendor under Soo Line Railroad Equipment Trust and Lease of 1973 (Recordation Number 6826), dated as of December 15, 1972, as amended, and covering all equipment covered by the Soo Line Railroad Equipment Trust of 1973, as amended.

This letter is signed by an executive officer of Soo Line Railroad Company having knowledge of the matters described herein.

Very truly yours,



Harold J. Ness
Senior Vice President
and Chief Financial Officer

Enclosures

cc (w/encl.): Law Department File G164
cc (w/o encl.): J.C. Miller
 M.R. Swenson

FEB 4 1987 10-8 5 AM

AGREEMENT

INTERSTATE COMMERCE COMMISSION

(In re: Soo Line Railroad Equipment Trust of 1973)

THIS AGREEMENT, dated as of June 16, 1986, by and among J. W. Scanlan and D. R. Cadwallader ("Vendors"), First National Bank of Minneapolis ("Trustee"), and Soo Line Railroad Company ("Company"),

WITNESSETH:

WHEREAS, Vendors are the Vendors under that certain Agreement (the "Trust") dated as of December 15, 1972, by and among Vendors, Trustee, and Company; and

WHEREAS, Vendors desire to resign as the Vendors under the Trust and to transfer to Trustee their obligations and duties under the Trust; and

WHEREAS, Trustee is willing to assume Vendors' obligations and duties under the Trust; and

WHEREAS, Company assents to Vendors' resignation and to the assumption by Trustee of Vendors' obligations and duties under the Trust; and

WHEREAS, the Trust fails to provide any specific mechanism whereby Vendors can resign and transfer their obligations and duties to Trustee; and

WHEREAS, such transfer of obligations and duties is consistent with the purposes and intents of the Trust; and

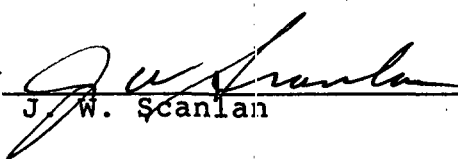
WHEREAS, the Trust provides that any action taken by either of the Vendors shall have the same force and effect as if taken by both of them;

NOW, THEREFORE, the parties hereto agree as follows:

1. Vendors hereby resign as the Vendors under the Trust, such resignation to be effective immediately.
2. Trustee and Company hereby accept the resignation of Vendors.
3. Trustee hereby assumes Vendors' duties and obligations under the Trust.
4. Company hereby assents to the assumption by Trustee of Vendors' duties and obligations under the Trust.

IN WITNESS WHEREOF, Vendors have executed this Agreement as of the date first above written; and Trustee and Company have caused this Agreement to be executed and attested as of such date by their duly authorized offices and have further caused this Agreement to be sealed with their corporate seals.

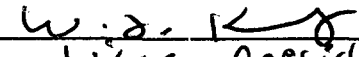
VENDORS
D. R. Cadwallader
and
J. W. Scanlan

By 
J. W. Scanlan

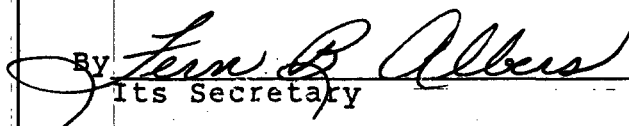
ATTEST:

By 
Its Secretary

FIRST NATIONAL BANK OF
MINNEAPOLIS

By 
Its Vice President

ATTEST:

By 
Its Secretary

SOO LINE RAILROAD COMPANY

By 
Its Senior Vice President

**Re Agreement as to substitute Vendors:
(In re: Soo Line Railroad
Equipment Trust of 1973)**


STATE OF MINNESOTA)) ss.
COUNTY OF HENNEPIN)

Brenda Cunningham
Notary Public
My commission expires 1-7-92

BREND A G. CUNNINGHAM
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 7, 1992

STATE OF MINNESOTA)) ss.
COUNTY OF HENNEPIN)

Brenda Cunningham
Notary Public
My commission expires 1-7-92


 BRENDA G. CUNNINGHAM
 NOTARY PUBLIC - MINNESOTA
 HENNEPIN COUNTY
 My Commission Expires Jan. 7, 1992

SOO LINE RAILROAD COMPANY

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

On this 21st day of January, 1988, before me personally appeared Harold G. Ness, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Soo Line Railroad Company ("Soo"), that said instrument was signed on behalf of Soo by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of Soo.

Ruth D. Nelson

[Notarial Seal]

Notary Public

My commission expires 12-9-91